

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:24-cv-21263 -MD

TESLA, INC.,

Plaintiff,

v.

THE INDIVIDUALS, PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants.

**PLAINTIFF'S MOTION FOR ENTRY OF FINAL DEFAULT JUDGMENT
AGAINST DEFENDANTS AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiff, Tesla, Inc. ("Plaintiff"), by and through its undersigned counsel, hereby moves for entry of final default judgment against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants"). In support thereof, Plaintiff submits the following Memorandum of Law.

MEMORANDUM OF LAW

I. INTRODUCTION

Plaintiff initiated this action against Defendants through the filing of its Complaint [ECF No. 1] for trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement. Defendants are in default, and the prerequisites for a default judgment have been met. As relief, Plaintiff seeks default judgment finding Defendants liable on all counts of his Complaint. Plaintiff prays such judgment includes the entry of a permanent injunction and an award of damages to Plaintiff for Defendants' willful infringement pursuant to 15 U.S.C. § 1117(a). Plaintiff also requests the Court order the listings

and associated images of the goods bearing counterfeits and/or infringements of Plaintiff's trademarks being used by Defendants be permanently removed to ensure the associated e-commerce marketplace stores may no longer be used as a means for selling goods bearing counterfeits and infringements of Plaintiff's trademarks, and infringing upon Plaintiff's intellectual property rights. Plaintiff further requests the Court cancel, or at Plaintiff's election, transfer the domain names at issue to ensure the associated websites may no longer be used as a means for selling goods bearing counterfeits of Plaintiff's trademarks, and infringing upon Plaintiff's rights.

II. STATEMENT OF FACTS

A. Plaintiff's Rights

Plaintiff is the owner of the trademarks identified in Schedule B of the Declaration of Lou Dorny in Support of Plaintiff's Renewed *Ex Parte* Motion for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets ("Dorny Decl.") [ECF No. 7-2] (the "Tesla Marks"). The Tesla Marks are used in connection with the design, marketing, and distribution of genuine high-quality Tesla branded goods. (Dorny Decl. at ¶ 5.) The Tesla Marks are a symbol of Plaintiff's quality, reputation, and goodwill and has never been abandoned. (*Id.* at ¶ 10.) Moreover, Plaintiff has expended substantial time, money, and other resources developing, advertising, and otherwise promoting its trademarks. (*Id.* at ¶ 7.)

Furthermore, Plaintiff has extensively used, advertised, and promoted the Tesla Marks in the United States, and has carefully monitored and policed the use of the Tesla Marks. (*Id.* at ¶¶ 6, 7, & 10.) The Tesla Marks have come to symbolize the enormous goodwill of Plaintiff's products throughout the United States. (*Id.* at ¶¶ 6-10).

B. Defendants' Infringing Acts

As alleged by Plaintiff, admitted by default, and established by the evidence submitted herewith, Defendants operate and control e-commerce stores via third-party marketplace websites under their seller identification names and/or commercial Internet websites operating under their domain names as identified on Schedule “A” hereto (the “Seller IDs”). As such, Defendants are the active, conscious, and dominant forces behind the promotion, advertisement, distribution, offering for sale, and sale of goods bearing counterfeit and infringing trademarks which are exact copies of one or more of the Tesla Marks (the “Counterfeit Goods”). (*See* Dorny Decl. at ¶¶ 11-14; Declaration of Richard Guerra in Support of Plaintiff’s Renewed *Ex Parte* Motion for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets (“Guerra Decl. ISO Mot. for TRO”) [ECF No. 7-3] at ¶ 4; *see also* relevant web page captures from Defendants’ Internet based e-commerce stores and commercial websites operating under the Seller IDs displaying the Tesla branded items offered for sale (“Defendants’ Seller IDs”). *See* Dorny Decl. at Exhibit 1 [ECF No. 8].

Further, as admitted by Defendants through default, at all times relevant, Defendants have had full knowledge of Plaintiff’s ownership of the Tesla Marks, including its exclusive right to use and license such intellectual property and the goodwill associated therewith. (Compl. ¶ 35.) Defendants do not have, nor have they ever had, the right or authority to use the Tesla Marks for any purpose. (*See* Dorny Decl. at ¶ 11). However, despite their known lack of authority to do so, Defendants have engaged in the activity of promoting, and otherwise advertising, selling, offering for sale, and distributing their counterfeit branded goods via the Seller IDs. (*See* Compl. ¶¶ 30-43; *see also* Dorny Decl. at ¶¶ 11-14; Guerra Decl. ISO Mot. for TRO at ¶ 4.)

Plaintiff’s evidence, obtained as a result of its investigation of Defendants, clearly demonstrates Defendants are engaged in the fraudulent promotion, advertisement, distribution,

offering for sale, and sale of goods bearing counterfeits of the Tesla Marks. Plaintiff's counsel retained a private investigative firm, to investigate the promotion and sale of counterfeit and infringing versions of Tesla branded products by Defendants and to determine Defendants' payment account data for receipt of funds paid for the sale of counterfeit versions of Plaintiff's branded products through the Seller IDs. (*See* Dorny Decl. at ¶ 12; Guerra Decl. ISO Mot. for TRO at ¶ 5.) Plaintiff's investigator accessed Defendants' Internet based e-commerce stores operating under each of the Seller IDs, and placed orders for the purchase of various products offered for sale bearing, or suspected to be bearing, at least one of the Tesla Marks at issue in this action from each Defendant and requested each product to be shipped to an addresses in the Southern District of Florida. (*See* Dorny Decl. at ¶ 13; Guerra Decl. ISO Mot. for TRO at ¶ 5.) At the conclusion of the process, the detailed web page captures and images of the Tesla branded items wherein orders were initiated via Defendants' Seller IDs, were sent to Plaintiff's representative for review. (*Id.*)

Plaintiff's representative, who is able to identify distinctions between genuine Tesla branded merchandise and counterfeit copies of the same, reviewed and visually inspected the Tesla branded items ordered from each of the Seller IDs and by reviewing the e-commerce stores and websites operating under each of the Seller IDs, or the detailed web page captures and images of the items bearing the Tesla Marks, and determined the products were not genuine versions of Plaintiff's products. (Dorny Decl. at ¶ 14.)

C. Procedural Background

On April 4 2024, Plaintiff filed its Complaint [ECF No. 1]. On April 12 , 2024, Plaintiff filed its *Ex Parte* Motion for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets [ECF No. 7 7]. On May 1, 2024, the Court entered a Sealed

Order Granting Plaintiff's Renewed *Ex Parte* Motion for Entry of Temporary Restraining Order [ECF No. 12], and subsequently converted the temporary restraining order into a preliminary injunction on June 11, 2024 [ECF No. 27]. The temporary restraining order and preliminary injunction required, inter alia, any third party financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms who is providing services for any of the Defendants, (*i.e.*, eBay), and their related companies and affiliates (collectively, the "Third Party Providers"), to identify and restrain all funds in Defendants' associated payment accounts, including all other financial accounts tied to, used by, or that transmit funds into, the respective Defendants' financial accounts, and divert those funds to a holding account for the trust of the Court. Subsequently, Plaintiff's counsel received notice from the applicable financial institutions that they complied with the requirements of the Court's Order. *See* Declaration of Richard Guerra in support of Motion for Entry of Final Default Judgment ("Guerra Decl. ISO FDJ") at ¶ 3.

On April 10 , 2024, Plaintiff filed its *Ex Parte* Motion for Order Authorizing Alternative Service of Process on Defendants [ECF No. 5], which the Court granted on May 1, 2024 [ECF No. 11], authorizing Plaintiff to serve the summons, Complaint, and all subsequent filings in this matter upon Defendants via e-mail and posting copies of the same on Plaintiff's designated service notice website. Pursuant to the Court's Order authorizing alternate service of process, Plaintiff served Defendants on May 28, 2024, via e-mail and publication by posting a true and correct copy of the Complaint, Complaint, and summons on the website: <https://www.dropbox.com/scl/fo/zre0jqf6s72ylkzt1jvr/h?rlkey=h1u8jdiy463zrg27grm0aruuq&st=9dcm mrx7&dl=0>. (*See* Guerra Decl. ISO FDJ ¶ 4; Proof of Service [ECF No. 20].) The time allowed for Defendants to respond to the Complaint has expired. (*See* Guerra Decl. ISO FDJ ¶ 5.) Defendants have not been granted any extension of time to respond, nor have they served or filed

an Answer or other response. (*Id.* at ¶ 6.) To Plaintiff's knowledge, none of the Defendants are infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (*Id.* at ¶ 7.) On August 13, 2024, Plaintiff moved for entry of Clerk's Default [ECF No. 44], which the Clerk of the Court entered on August 13, 2024 [ECF No. 45]. Plaintiff now moves the Court to grant Final Default Judgment against Defendants and submits this Motion in compliance with the Court's Order requiring same.

III. ARGUMENT

A. Default Judgment Should be Entered Against Defendants.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338. Personal jurisdiction over Defendants and venue in this district are proper under 28 U.S.C. § 1391 as Defendants direct business activities toward consumers throughout the United States, including within the State of Florida and this district and cause harm to Plaintiff's business within this jurisdiction through the Internet based e-commerce stores and websites operating under the Seller IDs. (*See* Compl. ¶¶ 4-8.)

1. Default Judgment is Proper.

A court may order a default judgment pursuant to Fed. R. Civ. P. 55(b)(2). *See* Fed. R. Civ. P. 55. In defaulting, the well-pled factual allegations of a plaintiff's complaint, other than those related to damages, will be taken as true. *PetMed Express, Inc. v. Medpets.com*, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004) (*citing Buchanan v. Bowman*, 820 F.2d 359 (11th Cir. 1987)). In this case, the Complaint and declaration filed in support of Plaintiff's Motion for Entry of Final Default Judgment clearly demonstrate that default judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.

2. Factual Allegations Establish Defendants' Liability.

Title 15 U.S.C. § 1125 provides liability for false designation of origin where a plaintiff pleads “an injury to a commercial interest in sales or business reputation proximately caused by the defendant’s misrepresentations.” *Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 134 S. Ct. 1377, 1395, 188 L. Ed. 2d 392 (2014). To prevail on a claim of false designation of origin under Section 43(a) of the Lanham Act, Plaintiff must prove that Defendants used in commerce, in connection with any goods or services, any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, which is likely to deceive as to the affiliation, connection, or association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval, of Defendants’ goods by Plaintiff. 15 U.S.C. § 1125(a)(1). *See also Suntime Techs., Inc. v. Ecosense Intern., Inc.*, 693 F.3d 1338, 1348 (11th Cir. 2012) (A false designation claim requires the plaintiff to show that (1) “it had trademark rights in the mark or name at issue and (2) that the other party had adopted a mark or name that was the same, or confusingly similar to its mark, such that customers were likely to confuse the two.”). The test for liability for false designation of origin under Section 43(a) is “whether the public is likely to be deceived or confused by the similarity of the marks at issue.” *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780, 112 S.Ct. 2753, 2763 (1992).

Whether a defendant’s use of a plaintiff’s trademarks created a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under the common law of Florida. *See Planetary Motion, Inc. v. Techsplosion, Inc.*, 261 F.3d 1188, 1193 n.4 (11th Cir. 2001) (“Courts may use an analysis of federal infringement claims as a ‘measuring stick’ in evaluating the merits of state law claims.”). Further, the test to determine trademark infringement liability under Florida common law is the same as the likelihood of consumer confusion test outlined under the Lanham Act. *See PetMed*

Express, Inc., 336 F. Supp. 2d at 1217-18.

The well-pled factual allegations of Plaintiff's Complaint, properly allege the elements for each of the above claims. Moreover, the factual allegations in Plaintiff's Complaint, substantiated by the evidence submitted herewith, conclusively establish Defendants' liability under each of the claims asserted in the Complaint. Accordingly, Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.

B. Plaintiff's Requested Relief Should be Granted.

1. Entry of a Permanent Injunction is Appropriate.

Pursuant to the Lanham Act, a district court is authorized to issue an injunction "according to the principles of equity and upon such terms as the court may deem reasonable," to prevent violations of trademark law. 15 U.S.C. § 1116(a). Indeed, "[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant's continuing infringement." *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509-10 (S.D. Fla. 1995) (citing *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)). Moreover, even in a default judgment setting, injunctive relief is available. See e.g., *PetMed Express, Inc.*, 336 F. Supp. 2d at 1222-23. Defendants' failure to respond or otherwise appear in this action makes it difficult for Plaintiff to prevent further infringement absent an injunction. See *Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) ("[D]efendant's lack of participation in this litigation has given the court no assurance that defendant's infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief."). Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin Defendants from continuing to infringe any of Plaintiff's intellectual property rights, including the Tesla Marks.

Permanent injunctive relief is appropriate where a plaintiff demonstrates 1) it has suffered

irreparable injury; 2) there is no adequate remedy at law; 3) the balance of hardship favors an equitable remedy; and 4) an issuance of an injunction is in the public's interest. *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 392-93, 126 S. Ct. 1837, 164 L. Ed. 2d 641 (2006). As demonstrated herein, and based upon the issuance of the temporary restraining order and preliminary injunction entered in this matter, Plaintiff has clearly carried its burden on each of the four factors, warranting permanent injunctive relief, because Defendants have unlawfully used Plaintiff's goodwill to make a profit. Accordingly, permanent injunctive relief is appropriate.

Defendants' actions merit permanent injunctive relief, not only to protect Plaintiff's reputation, but also to protect consumers from being deceived as to the quality and source of products bearing Plaintiff's trademarks. The facts alleged in Plaintiff's Complaint, substantiated by the evidence submitted herewith, show Defendants are "continuously infringing and inducing others to infringe" the Tesla Marks by using them to advertise, promote, and sell goods bearing marks which are identical or altered to be identical to the Tesla branded goods. (*See* Compl. at ¶ 46).

Plaintiff is clearly suffering, and will continue to suffer, irreparable injury if Defendants' infringing activities are not permanently enjoined. (*See* Dorny Decl. at ¶ 18.) "[A] sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm." *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir.1998); *see also Levi Strauss & Co. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 986 (11th Cir.1995) ("There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage LS & Co.'s business reputation and might decrease its legitimate sales."). In any event, Plaintiff's Complaint alleges that Defendants' unlawful actions have caused Plaintiff irreparable injury, and will continue to do so if Defendants are not permanently enjoined. (Compl. ¶¶ 50, 58.) Defendants

have defaulted upon Plaintiff's factual allegations in that respect.

Additionally, Plaintiff has no adequate remedy at law so long as Defendants continue to use Plaintiff's trademarks in connection with the operation of their Internet based e-commerce stores under the Seller IDs because Plaintiff will have no control of the quality of what appears to be its products in the marketplace. An award of money damages alone will not cure the injury to Plaintiff's reputation and goodwill which will result if Defendants' infringing and counterfeiting actions are allowed to continue. Moreover, it can hardly be said that Defendants face hardship in refraining from their willful infringement of Plaintiff's trademarks, whereas Plaintiff faces hardship from loss of sales and its inability to control its reputation. In reality, Defendants have no cognizable hardship, as they will be prohibited from selling counterfeit goods, which is an illegal act to begin with. Finally, the public has an interest in the issuance of a permanent injunction against Defendants in order to prevent consumers from being misled by Defendants' products. *See Chanel, Inc. v. besumart.com*, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior." (alteration added) (citation omitted)); *BellSouth Adver. & and Publ'g. Corp. v. Real Color Pages, Inc.*, 792 F. Supp. 775, 785 (M.D. Fla. 1991) (holding "[i]n a trademark infringement or unfair competition case, a third party, the consuming public is present and its interests are paramount."). Ultimately, the permanent injunction will prevent consumer confusion and deception in the marketplace, and will protect Plaintiff's property interest in its trademarks.

Furthermore, as admitted by Defendants through default, (i) the Seller IDs and associated payment accounts are essential components of Defendants' online activities, and (ii) the Seller IDs themselves are one of the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Plaintiff. (*See* Compl. at ¶ 22.) Therefore, in order to effectuate the

injunction as a practical matter, all listings and associated images of goods bearing counterfeits and/or infringements of the Tesla Marks via the Seller IDs should be permanently removed by the applicable governing Internet marketplace platform operators and/or administrators. Absent the removal of all listings and associated images of goods bearing and/or using counterfeits and/or infringements of the Tesla Marks, Defendants will remain free to continue infringing Plaintiff's trademarks with impunity, will continue to benefit from the Internet traffic to those e-commerce stores and websites built through the unlawful use of the Tesla Marks, and will continue to defraud the public by their illegal activities. The Court's powers of equity are sufficiently broad to compel measures necessary to enforce an injunction against infringement. *See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15, 91 S. Ct. 1267, 1276 (1971) ("Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for. . . the essence of equity jurisdiction has been the power of the Chancellor to do equity and to mould each decree to the necessities of the particular case."); *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 707, 724 (1944) ("Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole.").

Defendants have created an Internet-based counterfeiting and infringement scheme and are profiting from the deliberate misappropriation of Plaintiff's rights. Accordingly, the Court should eliminate the means by which Defendants conduct their unlawful activities to further prevent the use of these instrumentalities of infringement.¹

¹ *See e.g., Michael Kors, L.L.C. v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-cv-63119-RKA (S.D. Fla. Apr. 27, 2020) (Order requiring, *inter alia*, the Internet marketplace website operators and/or administrators for the Seller IDs, to permanently remove all listings and associated images of products bearing counterfeits and/or using infringements of plaintiff's trademarks under the seller identification names used/controlled by defendants); *Adidas AG v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-cv-63109-RKA (S.D. Fla. Mar. 31, 2020) (same);

2. Damages as to Count I for Trademark Counterfeiting and Infringement.

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 nor more than \$200,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(1). In addition, if the Court finds that Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Plaintiff elects to recover an award of statutory damages as to Count I of the Complaint.

The Court has wide discretion to set an amount of statutory damages. *PetMed Express, Inc.*, 336 F. Supp. 2d at 1219 (citing *Cable/Home Commc'n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990)). Indeed, an award of statutory damages is an appropriate remedy, despite a plaintiff's inability to provide actual damages caused by a defendant's infringement. *Ford Motor Co. v. Cross*, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006) ("[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its

Chanel, Inc. v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A", Case No. 19-CV-62102-RKA (S.D. Fla. Nov. 5, 2019, docketed Nov. 6, 2019) (same), *Gucci America, Inc., v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-cv-61447-RKA (S.D. Fla. Oct. 15, 2019, docketed Oct. 16, 2019) (same); *Tiffany (NJ) LLC, v. account n*, Case No. 19-cv-61294-RKA (S.D. Fla. Aug. 16, 2019, docketed Aug. 19, 2019) (same). See also *Malletier v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, No. 19-cv-61021-MGC, 2019 U.S. Dist. LEXIS 225874 (S.D. Fla. Dec. 12, 2019) (same); *Chanel, Inc. v. Fendona*, No. 19-cv-60734-BB, 2019 U.S. Dist. LEXIS 225780 (S.D. Fla. May 23, 2019) (same); *Fendi S.R.L. v. Joe Bag*, No. 19-cv-61356-RAR, 2019 U.S. Dist. LEXIS 169132 (S.D. Fla. Aug. 28, 2019) (same); *Adidas AG v. gshwjs*, Case No. 19-cv-61811-RS (S.D. Fla. Nov. 25, 2019) (same); *Apple Corps Limited v. Alvis Bronte*, Case No. 19-cv-60928-UU (S.D. Fla. June 24, 2019) (same); *YETI Coolers, LLC v. allramblerdeal.com*, Case No. 18-cv-62811-WPD (S.D. Fla. May 31, 2019) (same).

actual damages are nominal or non-existent.”). Congress enacted a statutory damages remedy in trademark counterfeiting cases because evidence of a defendant’s profits in such cases is almost impossible to ascertain. *See, e.g.,* S. REP. NO. 104-177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages); *see also PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure”). This case is no exception.

A defendant’s intent can be of probative value for establishing willfulness, triggering an enhanced statutory award. *PetMed Express, Inc.*, 336 F. Supp. 2d at 1220. A defendant is deemed to have acted willfully where “the infringer acted with actual knowledge or reckless disregard” to a plaintiff’s intellectual property rights. *See Arista Records, Inc. v. Beker Enter., Inc.*, 298 F. Supp. 2d 1310, 1312 (S.D. Fla. 2003). Willfulness may also be inferred from the defendant’s default. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1217 (upon default, well plead allegations taken as true). In either case, a defendant is deemed to have the requisite knowledge that its acts constitute an infringement.

The Tesla Marks are renowned worldwide as an identifier of high quality merchandise, and the fact that Defendants offered for sale and sold goods using marks which are identical or altered to be identical to such strong marks shows their desire and purpose to trade upon Plaintiff’s goodwill. Indeed, in a case of clear-cut copying such as this, it is appropriate to infer that Defendants intended to cause confusion and benefit from Plaintiff’s reputation, to Plaintiff’s detriment. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (court infers intent to confuse consumers into believing affiliation from Defendants’ use of such a mark that was confusingly similar). Moreover, in this district, it has been held that when an alleged infringer adopts a mark “with the intent of obtaining benefit from the plaintiff’s business reputation, ‘this fact alone may

be sufficient to justify the inference that there is confusing similarity.” *Turner Greenberg Assocs.*, 320 F. Supp. 2d 1317, 1333 (S.D. Fla. 2004) (citing *Carnival Corp. v. Seaescape Casino Cruises, Inc.*, 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)).

Here, the evidence clearly establishes that each Defendant intentionally copied one or more of the Tesla Marks for the purpose of deriving the benefit of Plaintiff’s world-famous reputation. In addition, Defendants defaulted on Plaintiff’s allegations of willfulness. (See Compl. at ¶ 37.) See *Arista Records, Inc.*, 298 F. Supp. 2d at 1313 (finding a Court may infer willfulness from the defendants’ default). As such, this Court should award a significant amount of statutory damages under the Lanham Act to ensure Defendants do not continue their intentional and willful counterfeiting activities.

The evidence in this case demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one type of good bearing marks which were in fact counterfeits of at least, one of the Tesla Marks. (See Compl. at ¶¶ 30-43; Dorny Decl. at ¶¶ 11-14 & Exhibit 1) In cases involving the same merits, issues, and requests for damages, this Court has found similar evidence of record sufficient to establish a defendant’s infringement and enter a final default judgment and permanent injunction accordingly. See, e.g., *Fendi S.R.L. v. Individuals, P’ships, and Unincorporated Ass’ns Identified on Schedule “A”*, Case No. 20-CV-61724-RNS (S.D. Fla. Dec. 22, 2020, docketed Dec. 23, 2020). Based on the above considerations, Plaintiff respectfully suggests the Court award statutory damages in the amount of \$200,000.00 against each Defendant.

Plaintiff’s suggested damage amount is well within the permissible range prescribed under 15 U.S.C. § 1117(c)(2) and should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff’s trademarks, compensate Plaintiff, and punish

Defendants, all stated goals of 15 U.S.C. § 1117(c). Joint Statement of Trademark Counterfeiting Legislation, H.R.J. Res. 648, 98th Cong., 2nd Sess., 130 Cong.Rec. H12076, H12083; *PetMed Express, Inc.*, 336 F. Supp. 2d at 1222 (“statutory damages under § 1117(c) are intended not just for compensation for losses, but also to punish and deter wrongful conduct.”). This Court and others have granted statutory damages under the Lanham Act similar to Plaintiff’s request herein.²

3. Damages as to Count II for False Designation of Origin.

The damages available under Section 35 of the Lanham Act are set forth in the Section of that Act entitled “Recovery for violation of rights,” and provides,

(a) Profits; damages and costs; attorney fees

When a violation of any right of the registrant of a mark registered in the Patent and Trademark Office, a violation under section 1125(a) or (d) of this title, or a willful violation under section 1125(c) of this title, shall have been established in any civil action arising under this chapter, the plaintiff shall be entitled, subject to the provisions of sections 1111 and 1114 of this title, and subject to the principles of equity, to recover (1) defendant's profits, (2) any damages sustained by the plaintiff, and (3) the costs of the action. The court shall assess such profits and damages or cause the same to be assessed under its direction. In assessing profits the plaintiff shall be required to prove defendant's sales only; defendant must

² See, e.g., *Michael Kors, L.L.C. v. Individuals, P’ships, and Unincorporated Ass’ns Identified on Schedule “A”*, Case No. 19-cv-63119-RKA (S.D. Fla. Apr. 27, 2020) (awarding Plaintiff \$1,000,000.00 against each Defendant); *Adidas AG v. Individuals, P’ships, and Unincorporated Ass’ns Identified on Schedule “A”*, Case No. 19-cv-63109-RKA (S.D. Fla. Mar. 31, 2020) (same); *Chanel, Inc. v. Individuals, P’ships, and Unincorporated Ass’ns Identified on Schedule “A”*, Case No. 19-CV-62102-RKA (S.D. Fla. Nov. 5, 2019, docketed Nov. 6, 2019) (same); *Gucci America, Inc., v. Individuals, P’ships, and Unincorporated Ass’ns Identified on Schedule “A”*, Case No. 19-cv-61447-RKA (S.D. Fla. Oct. 15, 2019, docketed Oct. 16, 2019) (same); *Tiffany (NJ) LLC, v. account n*, Case No. 19-cv-61294-RKA (S.D. Fla. Aug. 16, 2019, docketed Aug. 19, 2019) (same). See also *Chanel, Inc. v. Replicachanelbag*, 362 F. Supp. 3d 1256 (S.D. Fla. 2019) (Bloom, B.) (same); *Malletier v. Individuals, P’ship*, No. 19-cv-61021-MGC, 2019 U.S. Dist. LEXIS 225874 (S.D. Fla. Dec. 12, 2019) (same); *Fendi S.R.L. v. Joe Bag*, No. 19-cv- 61356-RAR, 2019 U.S. Dist. LEXIS 169132 (S.D. Fla. Aug. 28, 2019) (same); *Chanel, Inc. v. Fendona*, No. 19-cv-60734-BB, 2019 U.S. Dist. LEXIS 225780 (S.D. Fla. May 23, 2019) (same); *Adidas AG v. gshwjs, et al.*, Case No. 19-cv-61811-RS (S.D. Fla. Nov. 25, 2019) (same); *Apple Corps Limited v. Alvis Bronte*, Case No. 19-cv-60928-UU (S.D. Fla. June 24, 2019) (same); *YETI Coolers, LLC v. allramblerdeal.com*, Case No. 18-cv-62811-WPD (S.D. Fla. May 31, 2019) (same); *Louis Vuitton Malletier, S.A. v. Beltteen*, Case No. 18-cv-62871-JIC (S.D. Fla. Mar. 22, 2019) (same).

prove all elements of cost or deduction claimed. In assessing damages the court may enter judgment, according to the circumstances of the case, for any sum above the amount found as actual damages, not exceeding three times such amount. If the court shall find that the amount of the recovery based on profits is either inadequate or excessive the court may in its discretion enter judgment for such sum as the court shall find to be just, according to the circumstances of the case. Such sum in either of the above circumstances shall constitute compensation and not a penalty. The court in exceptional cases may award reasonable attorney fees to the prevailing party.

15 U.S.C. § 1117(a).

Thus, the Lanham Act provides that a plaintiff who prevails in a trademark infringement action “shall be entitled, subject to the provisions of sections 1111 and 1114 of this title, and subject to the principles of equity, to recover (1) defendant's profits, (2) any damages sustained by the plaintiff, and (3) the costs of the action.” 15 U.S.C. § 1117(a).

“The Eleventh Circuit has made clear that in assessing damages under the Act the court may enter judgment, according to the circumstances of the case, for any sum above the amount found as actual damages, not exceeding three times such amount.” *Hard Candy, LLC v. Anastasia Beverly Hills, Inc.*, Case No. 16-cv-21203, 2018 WL 10322164, *3 (S.D. Fla. Jan. 13, 2018). “Further, if the court finds that the amount of the recovery based on profits is either inadequate or excessive the court may in its discretion enter judgment for the sum the court finds to be just, according to the circumstances of the case.” *Id.* (citing *Slep-Tone Entertainment Corp., v. Johnson*, 518 F. App'x 815, 819 (11th Cir. 2013); 15 U.S.C. 1117(a)). “Thus, a district court has considerable discretion to award damages that are appropriate to the unique facts of the case and when the court concludes that an award of profits is ‘excessive,’ the Act expressly provides that it may award an amount of damages as it shall find to be just.” *Id.* “Finally, in *Burger King v. Mason*, 855 F. 2d 779 (11th Cir. 1988), the Eleventh Circuit stated, ‘... all monetary awards under Section 1117 are ‘subject to the principles of equity,’ [and] ... no hard and fast rules dictate

the form or quantum of relief.”” *Id.* (citation omitted).

Further, “the Eleventh Circuit has defined an exceptional case as a case that can be characterized as malicious, fraudulent, deliberate and willful ... or a case where there is ‘evidence of fraud or bad faith.’” *Rain Bird Corp. v. Taylor*, 665 F. Supp. 2d 1258, 1271 (N.D. Fla. 2009) (citing *Dieter v. B & H Indus. of S.W. Fla., Inc.*, 880 F.2d 322, 329 (11th Cir. 1989); *Safeway Stores, Inc. v. Safeway Discount Drugs, Inc.*, 675 F.2d 1160, 1169 (11th Cir. 1982); *Tire Kingdom, Inc. v. Morgan Tire & Auto, Inc.*, 253 F.3d 1332 (11th Cir. 2001)). In the matter at hand, the Tesla Marks are renowned worldwide as identifiers of high quality merchandise, and the fact that Defendants offered for sale and sold goods using marks which are identical or altered to be identical to such strong marks shows their desire and purpose to trade upon Plaintiff’s goodwill. Indeed, in a case of clear-cut copying such as this, it is appropriate to infer that Defendants intended to cause confusion and benefit from Plaintiff’s reputation, to Plaintiff’s detriment. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (court infers intent to confuse consumers into believing affiliation from Defendants’ use of such a mark that was confusingly similar). Moreover, in this district, it has been held that when an alleged infringer adopts a mark “with the intent of obtaining benefit from the plaintiff’s business reputation, ‘this fact alone may be sufficient to justify the inference that there is confusing similarity.’” *Turner Greenberg Assocs.*, 320 F. Supp. 2d 1317, 1333 (S.D. Fla. 2004) (citing *Carnival Corp. v. Seaescape Casino Cruises, Inc.*, 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)).

Here, the evidence clearly establishes that each Defendant intentionally copied one or more of the Tesla Marks for the purpose of deriving the benefit of Plaintiff’s world-famous reputation. In addition, Defendants defaulted on Plaintiff’s allegations of fraudulent and intentional conduct. (See Compl. at ¶¶ 18 & 37.) *See Arista Records, Inc.*, 298 F. Supp. 2d at 1313 (finding a Court

may infer willfulness from the defendants' default). As such, this Court should award a significant amount of exceptional case damages under the Lanham Act to ensure Defendants do not continue their intentional and fraudulent activities.

The evidence in this case demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one type of good bearing marks which were in fact blatant knock offs of at least, one of the Tesla Marks. (See Compl. at ¶¶ 30-43; Dorny Decl. at ¶¶ 11-14 & Exhibit 1.) In cases involving the same merits, issues, and requests for damages, this Court has found similar evidence of record sufficient to establish a defendant's infringement and enter a final default judgment and permanent injunction accordingly. *See, e.g., Fendi S.R.L. v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 20-CV-61724-RNS (S.D. Fla. Dec. 22, 2020, docketed Dec. 23, 2020). Based on the above considerations, Plaintiff respectfully suggests the Court award damages in the amount of \$200,000.00 against each Defendant.

Plaintiff's suggested damage amount is well within the permissible range prescribed under 15 U.S.C. § 1117(a) and should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff's trademarks, compensate Plaintiff, and punish Defendants, all stated goals of 15 U.S.C. § 1117(a). This Court and others have granted damages under Section 35 of the Lanham Act similar to Plaintiff's request herein.³

³ *See, e.g., Michael Kors, L.L.C. v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-cv-63119-RKA (S.D. Fla. Apr. 27, 2020) (awarding Plaintiff \$1,000,000.00 against each Defendant); *Adidas AG v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-cv-63109-RKA (S.D. Fla. Mar. 31, 2020) (same); *Chanel, Inc. v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-CV-62102-RKA (S.D. Fla. Nov. 5, 2019, docketed Nov. 6, 2019) (same); *Gucci America, Inc., v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A"*, Case No. 19-cv-61447-RKA (S.D. Fla. Oct. 15, 2019, docketed Oct. 16, 2019) (same); *Tiffany (NJ) LLC, v. account n*, Case No. 19-cv-61294-RKA (S.D. Fla. Aug. 16, 2019,

4. Damages as to Count III for Common Law Unfair Competition, and Count IV for Common Law Trademark Infringement.

Plaintiff's Complaint also sets forth a cause of action for common law of unfair competition (Count III), and common law trademark infringement (Count IV). As to Counts III and IV, the allowed scope of monetary damages is also encompassed in 15 U.S.C. § 1117(a). Accordingly, judgment on Counts III and IV should be limited to the amount awarded pursuant to Counts I and II and entry of the requested equitable relief.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court enter final default judgment and a permanent injunction against Defendants in the form of the proposed Final Default Judgment and Permanent Injunction filed herewith.

Date: August 20, 2024

Respectfully submitted by,

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CERTIFICATE OF SERVICE

docketed Aug. 19, 2019) (same). *See also Chanel, Inc. v. Replicachanelbag*, 362 F. Supp. 3d 1256 (S.D. Fla. 2019) (Bloom, B.) (same); *Malletier v. Individuals, P'ship*, No. 19-cv-61021-MGC, 2019 U.S. Dist. LEXIS 225874 (S.D. Fla. Dec. 12, 2019) (same); *Fendi S.R.L. v. Joe Bag*, No. 19-cv-61356-RAR, 2019 U.S. Dist. LEXIS 169132 (S.D. Fla. Aug. 28, 2019) (same); *Chanel, Inc. v. Fendona*, No. 19-cv-60734-BB, 2019 U.S. Dist. LEXIS 225780 (S.D. Fla. May 23, 2019) (same); *Adidas AG v. gshwjs, et al.*, Case No. 19-cv-61811-RS (S.D. Fla. Nov. 25, 2019) (same); *Apple Corps Limited v. Alvis Bronte*, Case No. 19-cv-60928-UU (S.D. Fla. June 24, 2019) (same); *YETI Coolers, LLC v. allramblerdeal.com*, Case No. 18-cv-62811-WPD (S.D. Fla. May 31, 2019) (same); *Louis Vuitton Malletier, S.A. v. Beltteen*, Case No. 18-cv-62871-JIC (S.D. Fla. Mar. 22, 2019) (same).

I HEREBY CERTIFY that on August 20 , 2024, the following defaulting Defendants in this case were served with a copy of the foregoing document in the manner prescribed by this Court's Order Authorizing Alternative Service of Process on Defendants [ECF No. 11] using the email addresses set forth below:

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1	Shenzhen Ninth Element Digital Technology Co., Ltd.	salesmanager@d9element.com;
4	Shenzhen Jinfengchi Technology Co., Ltd.	info@qeedon.com;
5	Guangzhou Green Way Technology Co., Ltd.	hongguixu9@gmail.com;
7	Guangzhou Everbright Auto Accessories Co., Ltd.	everbrightautosales1@hotmail.com;
8	Shanghai Reliance Trading Co., Ltd.	yiming.hua@qq.com;
9	Shenzhen Qianqian Industrial Co., Ltd.	3483426652@qq.com;
11	Shenzhen Heng You Feng Electronic Technology Co., Ltd.	cassie@hyftechs.com;
13	Xingyue (Guangzhou) Trading Co., Ltd.	xingyuemaoyi888@163.com;
14	Changzhou Xingmiao Vehicle Technology Co., Ltd.	xmcl8888@163.com;
15	Ningbo Dingjia Auto Parts Co., Ltd.	alice@cndingjia.com
16	Jinan Mawang Benchmarking Automotive Technology Co., Ltd.	bench_sensor@163.com ;
18	Belief (changzhou) Plastics Company Limited	kurt_geng@itunning.com;
19	Xinqichen Electronic Technology Co., Ltd.	sales@xqc-tech.com ;
20	Guangzhou Yifeng Hardware Plastic Co., Ltd.	gzyfwjsl@163.com;
21	Hefei Bopar Auto Technology Co., Ltd.	2847779806@qq.com
22	Shenzhen Mingxianhui Information Technology Co., Ltd.	szmingxianhui@163.com ;
24	Shishi Hengyuan Autopart Trading Co., Ltd.	info@hyautopart.com;
25	Guangzhou Taiming Technology Co., Ltd.	574988537@qq.com;
27	Ningbo High-Tech Zone Fangyuan Three-Dimensional Technology Co., Ltd.	2880744313@qq.com;
28	Guangzhou Bailekai Trading Co., Ltd.	744609168@qq.com;
29	Guangzhou Yitao Trading Co., Ltd.	13711402397@139.com;
30	Shenzhen Kindon Auto Technology Limited	kindontech@126.com;
32	Ningbo Qualitrust Automotive Manufacturing Co., Ltd.	dennis@tansoparts.com;
33	Guangzhou Iron Box Auto Supplier Co., Ltd.	ironboxled@163.com;
34	Shenzhen Huaten Trading Co., Ltd.	jason.huang@huatenglobal.com;
37	Guangzhou Zhongmi Trading Co., Ltd.	liujiayingcoco@163.com ;
39	Shenzhen Icar Technology Co., Ltd.	zhangxuecheng511@gmail.com;
40	Shenzhen RYHX Plastic & Hardware Products Co., Ltd.	karen@szryhx.com;
42	Guangzhou Zhengji Information Technology Co., Ltd.	hillzhu@zhengji-led.com;
43	Qingdao Yaoming Auto Parts Co., Ltd.	INFO@YOURMINGGROUP.COM;
44	Guangzhou Temart New Energy Co., Ltd.	temartcai@163.com ;
45	Henan Mingtuo Automobile Sales Service Co., Ltd.	1319977211@qq.com;
46	Dongguan Nuoyu New Energy Technology Co., Ltd.	nuoyunew@163.com;
48	Guangzhou Rich Mechanical Parts Co., Ltd.	1120875596@qq.com ;
51	Guangzhou Keming Electronics Co., Ltd.	gezi6642@126.com;
53	Wuhan Baina Automotive Supplies Co., Ltd.	whbn2023@163.com ;
56	Fuzhou Qingcheng Automobile Service Co., Ltd.	qingchengauto01@163.com;
57	Fuzhou Infinity Trade Co., Ltd.	passches@qq.com
58	Guangzhou Haocheng Auto Parts Co., Ltd.	980647367@qq.com ;

59 Shenzhen Kiwi Technology Co., Ltd.
60 Guangzhou Lightstar Optoelectronic Technology Co., Ltd.
61 Guangzhou Kute Technology Co., Ltd.
62 Shenzhen Honghuichun Technology Co., Ltd.
63 Yiwu Wuzhao E-Commerce Co., Ltd.
64 Anhui Pingyao Trading Co., Ltd.
65 Guangzhou Mojing Electronic Commerce Co., Ltd.
69 Shantou Zuocheng Electronic Commerce Co., Ltd.
71 Nanjing Xiangyun International Trade Co., Ltd.
75 Shenzhen Longtrans Chan Technology Co., Ltd.
78 Xiamen Hongxiang Trading Co., Ltd.
80 Chengdu Evoyage Technology Co., Ltd.
83 Guangzhou Yaerde Automobile Products Co., Ltd.

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89 Guangzhou Cheyoubao Industry Co., Ltd.	sales@factoryautopart.com
90 Foshan One Tree Culture Media Co., Ltd.	888yikeshu@gmail.com;
91 Guangzhou Fish Map E-Commerce Co., Ltd.	justforyi@foxmail.com;
93 Xiamen Fank Technology Co., Ltd.	gm@fanktech.com;
95 Shantou Chaoyang Wenguang Weiqiu Toy Factory	19307545015@163.com;
96 Shenzhen Musk Industrial Co., Ltd.	yuhan15lm@163.com
99 Guangzhou Yikun Cross Border E-Commerce Co., Ltd.	13229876006@163.com;
100 Dongguan Chiwei Metal Products Co., Ltd.	422571350@qq.com;
102 Guangzhou Cyrus Trading Co., Ltd.	cyrus.autoparts@outlook.com;
107 Chengdu Mingzhou Automobile Sales Co., Ltd.	mingzhouqichehesir@qq.com;
108 Changzhou Lita Auto Accessories Co., Ltd.	lita1@carmatssupplier.com;
110 Guangzhou Muxuan Trading Co., Ltd.	1427697705@qq.com;
111 Xishan District Yangjian Yuda Vehicle Parts Factory	2693053619@qq.com;
112 Guangzhou Flowerie Technology Co., Limited	1040216481@qq.com;
113 Guangzhou Xingcheng Auto Parts Co., Ltd.	876543@163.com;
114 Mondax (Guangdong) Co., Ltd.	joyce@ballotexpert.com
115 Guangzhou Evenew Accessories Co., Ltd.	kate@auto-evenew.com;
117 Li Ang (Guangzhou) Vehicle Parts Co., Ltd.	572899468@qq.com
119 Xiamen Refresh Auto Parts Co., Ltd.	tony@refresh-wiper.com;
120 Shenzhen SHV Industrial Co., Ltd.	sales@shvcam.com;
121 Yiwu Quanxi E-Commerce Firm	2880744313@qq.com;
123 Yiwu Nice Show Accessories Co., Ltd.	cathy@ywniceshow.cn;
126 Guangzhou Qibin Automotive Products Co., Ltd.	3230394664@qq.com;
128 Guangzhou Mipi Car Accessories Co., Ltd.	12138206@qq.com;
129 Guangzhou Ushi Auto Parts Co., Ltd.	ceo@ushi.ushilife.com;
131 Shenzhen Xiehe Innovation Technology Co., Ltd.	jaimie@xiehecreative.com;
132 Huizhou Lecheng E-Commercial Co., Ltd.	sales006@alwaysfaith-intl.com;
136 Shop1102175715 Store	lulu220412@163.com;
137 Shop5286008 Store	yunxuan7036@163.com;
138 D-I-Y Store	shoppingyun@126.com;
139 Good Up Store	largea@126.com;
140 Tesla Trend Store	teslaelmusk@gmail.com;
141 Shop1102794623 Store	sumaitong15@aliyun.com;
142 DIY6666 Store	bb5939172@163.com;
143 Shop1103011243 Store	ting10466555054@163.com;
146 BACKSJET Store	jasonwang8825@163.com;
147 HAHA One Store	m15875850832@163.com;
148 Shop1103016375 Store	l791646426@163.com;
149 USVOTOV Official Store	jay@usvotov.com;
152 Shop1102339364 Store	546557277@qq.com;
153 Shop1103054508 Store	haochen1028666@163.com;
154 JGK Store	wtlq115@yeah.net;
155 Shop1102834326 Store	wxqstore_006@163.com;
156 Shop1102752055 Store	lhonline005@163.com;
157 Shop1102819628 Store	cyjstore_001@163.com;
158 Vinbrandmn-XF Store	694764284@qq.com;
159 Vinbrandmn Store	jieboli99@163.com;
160 Shop1102528065 Store	xrcshop_3@163.com;
161 Shop1102903460 Store	lgbshop2023_004@aliyun.com;
162 Shop1102984640 Store	ldmarket004@aliyun.com;
163 Shop1102829385 Store	wxqfactory_04@163.com;
164 Ali Special Offer Store	1550991717@qq.com;

165 Wayraceter Official Store	108283916@qq.com;
166 Shop1103207168 Store	e688cijiben8@126.com;
167 ZUIDIDE Store	smt335ccc@163.com;
168 Extreme Shirt Store	paulhill16@163.com;
169 Shop1102272323 Store	13147368636@163.com;
170 Shop1102981768 Store	2565743929@qq.com;
171 BOUTIQUE DIY CAR KEY ACCESSORIES Store	xiehanjia2023@163.com;
172 Shop1103014681 Store	q13751765071@163.com;
173 Shop1102825475 Store	lms645881@163.com;
174 Shop1103106113 Store	linshibin2222@126.com;
175 Tesla Online Store	judy@votoviparts.com;
176 Lokonwis Decals Store	1909422778@qq.com;
177 Shop1102883245 Store	foxrizhong06@163.com;
178 Gertrud Autoparts Store	tnautoparts05@163.com;
182 rqzae Store	l18238188050d@163.com;
183 Hugoo Store	smt155bbb@163.com;
184 FunnyMan Store	1987073808@qq.com;
185 Shop1102901507 Store	lgbbmarket_002@163.com;
186 Shop1102884230 Store	xrcstore_004@aliyun.com;
187 Shop1102998684 Store	ldstore006@aliyun.com;
188 Bittelan Store	smt94aaa@163.com;
189 Shop1102846994 Store	czzfactory004@aliyun.com;
190 Shop1102753771 Store	lyhmall_03@163.com;
191 Shop1102828387 Store	wxqfactory_06@163.com;
192 Shop1102666802 Store	chrshop2023_02@163.com;
193 Shop1102297035 Store	3143430764@qq.com;
194 TSLAccessories Store	tescybers20@gmail.com;
195 Givanc Store	smt395ccc@163.com;
196 ARDEN Store	smt163bbb@163.com;
197 Mug Fun Store	qlsl141@163.com;
198 Shop1102923410 Store	weiyakeji02@163.com;
199 Shop1102888340 Store	o6498488@163.com;
200 AEP Store	ljy1176142771@126.com;
201 Shop1102875206 Store	h791646426@163.com;
202 Shop1103005011 Store	1271447838@qq.com;
205 Shop911137095 Store	x13660818790@163.com;
206 Qi two Store	371508018@qq.com;
207 Nicola Autoparts Store	nicola2023@163.com;
209 Shop1103130723 Store	f18598103452@163.com;
211 CoolWind Store	wansok@126.com;
212 Fly Phone Case Store	hfly2327@163.com;
213 Shop1102839575 Store	czoutlets_05@aliyun.com;
214 Shop1102901509 Store	lgbbmarket_006@163.com;
215 Shop1102789457 Store	xrcmall001@163.com;
216 Shop1102903472 Store	lgbonline_01@163.com;
217 T S L MODEL 3 MODEL Y CAR ACCESSORIES Store	2560428958@qq.com;
218 Shop1102901508 Store	lgbonline_06@163.com;
219 Shop1102720141 Store	hqystore2023_6@163.com;
220 Shop1102767554 Store	wfmall001@163.com;
221 Shop1102982690 Store	ldmarket001@aliyun.com;
222 Shop1102152519 Store	qwe10010510@163.com;
223 Kyson Store	smt111aaa@163.com;
224 Ciesle Store	smt396ccc@163.com;

225 Beneny Store
 226 AE Auto Parts Store
 227 DDH Tech 01 Store
 228 Otertip Store
 230 Shop1103011568 Store
 231 ZUIMI Car Parts Store
 234 Shop1103183093 Store
 235 Shop1102754087 Store
 237 Car decoration industry Store
 238 Car Giant TPUPPF Vinyl Producer Store
 239 219 YY Store
 240 Ufotable Store
 241 Shop1102823619 Store
 242 Shop1102993706 Store
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 249 Shop1102773385 Store
 250 Shop1102660109 Store
 251 DDH Tech 03 Store
 252 City shine Store
 253 Shop1100050138 Store
 254 Shop5373202 Store
 255 New Trend T-shirt Store
 256 Afly Tesla Store
 258 Shop1102928286 Store
 260 Ghost Car Merchant Store
 262 Afly Store
 263 Dropshop-Mtesla Store
 265 LI Auto-Moto Dedicated Store
 268 ZHEC Store
 270 Haitai Auto Supply Store Store
 271 Shop1102855799 Store
 272 Shop1102882235 Store
 273 Shop1102786278 Store
 274 Shop1102776330 Store
 276 Shop1102926913 Store
 277 Shop1102856241 Store
 278 Shop1102816646 Store
 279 Shop1102787465 Store
 280 HP3 Car Accessories Store
 281 Halolo Store
 282 Shop5003099 Store
 283 LOOOL Store
 284 Jun Yang Fu Shi Store
 285 YJ Automobile Products Store
 286 Twobarrels Auto-life Store
 287 New Car Decoration Accessories Store
 288 SMTY--five Store
 289 Shop1102818025 Store

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290 Shop1102599923 Store	13566167040yy@sina.com;
291 Huizon Auto Accessories Store	1437179375@qq.com;
293 WHA accessory Store	info@n2autolight.com;
294 Lx1129 Store	3175621058@qq.com;
297 Shop1102564052 Store	l30826418224@163.com;
298 Diecast Miniauto Store	andrew001019@163.com;
299 Shop1103057578 Store	lhy19810309@126.com;
300 Shop1102887152 Store	hqymarket04@aliyun.com;
301 Shop1102776328 Store	zzmmall004@163.com;
302 Shop1102904454 Store	lgbstore_006@163.com;
303 Shop1102826927 Store	wxqconline02@163.com;
304 Car Logo Sport Baseball Cap Store	wisdomtrade37@163.com;
306 Shop1102661463 Store	wustore2023_1@163.com;
307 Shop1102728557 Store	chenmarket03@163.com;
308 Shop1102712345 Store	wxqshop2023_1@163.com;
309 HP4 Car Accessories Store Store	lmn3434smt04@163.com;
310 Shop5585458 Store	ql20202@163.com;
311 Shop1102154923 Store	wtlq167@163.com;
312 super-new Store	wtlq83@163.com;
313 Basketball T-shirt Hoodie Store	a200060323@163.com;
314 Z-Angel Store	2655958208@qq.com;
315 BOUTIQUE CAR KEY ACCESSORIES Store	zengqingmei2023@163.com;
316 ART ON A WALL Store	zengling178@sina.com;
317 Shop1103029004 Store	1286327663@qq.com;
318 Shop1102889070 Store	linyangpeng156227@163.com;
320 Shop1102881257 Store	foxrending01@163.com;
321 Shop1103207781 Store	allman007@163.com;
322 Shop1103199082 Store	mozhipeng02@163.com;
323 Shop1103070486 Store	ywshykjyxs01@163.com;
324 Model-3-Y HOME Store	bingyands@163.com;
326 Shop1103040285 Store	jinguang2023004@163.com;
327 LBLMRC Official Store	198843092@qq.com;
328 Shop1102925298 Store	3107168175@qq.com;
329 Shop1102774669 Store	zzmmall003@163.com;
331 Shop1102890147 Store	hqymarket005@aliyun.com;
332 Shop1102839996 Store	czzshop2023_04@163.com;
333 Shop1102646227 Store	linyangpeng2023@163.com;
334 Shop1102660558 Store	ydxshop2023_3@163.com;
335 Shop1102883302 Store	foxjiming@163.com;
337 Shop1102648152 Store	qinshop2003003@163.com;
338 HP2 Car Accessories Store Store	542310166@qq.com;
339 Shop1102960574 Store	l5hxq168@163.com;
340 Biothern Store	smt162bbb@163.com;
341 Luckiness Store	h35668899@163.com;
342 Shop1103103402 Store	1569384704@qq.com;
343 Shop1102963709 Store	18319478963@163.com;
344 XingQiRi01 Store	2108636141@qq.com;
345 SUITA Store	mo970922_04@163.com;
346 Shop1102721118 Store	191386361@qq.com;
347 XLYLXL Store	337793686@qq.com;
349 Car Badge Decals Store	3092716271@qq.com;
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351 Jdmsuperpower Store	mike@n2autolight.com;

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353 Be Your Tesla Store	13434149338@163.com;
355 DESIGNED MASK Store	zhl502249187@yeah.net;
356 Shop5796573 Store	ruiwen0888@163.com;
357 Shop1103029044 Store	1704334534@qq.com;
358 Shop1102858222 Store	hcxshop2023_005@163.com;
359 Shop1102751379 Store	lhstore_002@163.com;
360 Shop1102844532 Store	czzconline06@aliyun.com;
361 Shop1102889140 Store	hqyshop01@aliyun.com;
362 SUITIAN Store	mo970922_06@163.com;
363 Shop1102771543 Store	zzmoutlets_01@163.com;
364 Shop1102787472 Store	xrcshop2023_006@163.com;
365 Shop1102641425 Store	wangshop001@163.com;
366 Shop1102498177 Store	wwf1024shop_5@163.com;
367 TESTOP Car Accessories Store	teslacar.zhang@qq.com;
368 WENSTON Store	ye027zjijia22330@126.com;
369 Hennesy Store	smt165bbb@163.com;
370 GoBricks Moc Factory Store	13631499808@163.com;
371 Shop1102751704 Store	3292114483@qq.com;
373 Shop1102984694 Store	2154478563@qq.com;
374 Car Decals Accessories Store	3369328032@qq.com;
375 SUIDI Store	mo970922_03@163.com;
376 Virtuous Circle Store	lxhvip666@163.com;
377 Accessories Model 3 Store	damman0831@163.com;
378 MINI PANDA Store	carlson1874@163.com;
379 33 yuan heng li zhen Store	w13537283701@163.com;
381 Attmore Autoparts Store	attmore2023@163.com;
382 Shop1102591014 Store	foxshenhou01@163.com;
384 G04-Dropshipping-Online Store	18329048725@139.com;
385 Toys You Have Not Seen Store	yibaicheng04@163.com;
386 Bob Costume Store	xy20231688@163.com;
387 European and American boutique shirts Store	dqr334503@163.com;
388 Shop1102855175 Store	hcxshop6@163.com;
389 Shop1102819286 Store	cyjshop2023_002@163.com;
390 Siteng 0413101 Store	pz18438832890@163.com;
391 Decoration 1 Shop Store	xvfshuehn6jx@tom.com;
392 Silly Cat Seven Seven Store	k623922024@163.com;
393 Shop1102818277 Store	cyjmarket05@163.com;
394 Shop1102844536 Store	czzstore_002@aliyun.com;
395 Shop1102884225 Store	xrfactory_02@163.com;
396 Shop1102856494 Store	linchutao1996@163.com;
397 Shop1102457201 Store	qlsl214@163.com;
398 Tiffany Store	smt383ccc@163.com;
399 Cubby Bricks Store	295351040@qq.com;
400 Shop1102736073 Store	m15179376309@163.com;
401 Shop1103077327 Store	3648797993@qq.com;
402 Shop1103053486 Store	443579968@qq.com;
403 Shop1103122015 Store	i6546565@163.com;
404 XY--eight Store	e18598103452@163.com;
405 AFAX Official Store	afaxpower@163.com;
406 XingQiRi03 Store	1490126343@qq.com;
407 Shop1102828270 Store	a13537283701@163.com;
408 Shop1103155077 Store	1440279471@qq.com;

410 Maisike Store	mycircle20220920@163.com;
413 CHAMPRINT Top Store	byxyf041702@outlook.com;
414 You Socks Store	byzsl1015@outlook.com;
415 Shop1102890334 Store	hqyoutlets_04@163.com;
416 Shop1102723156 Store	chenonline2023_1@163.com;
417 Shop1102724144 Store	chenonline2023_4@163.com;
418 Shop1102818598 Store	cyjshop2023_004@163.com;
419 Siteng clothing 3 Store	pz18885466822@163.com;
420 Shop1103057578 Store	lhy19810309@126.com;
421 Shop1102728559 Store	chenmarket05@163.com;
422 Shop1102684026 Store	zzmshop006@163.com;
423 Shop1102661466 Store	yzqstore2023_02@163.com;
424 Shop1102661468 Store	yzqstore2023_03@163.com;
425 Shop1102935074 Store	jerrypro2011@163.com;
426 Shop1102582167 Store	andi212@126.com;
427 Lanzi Store	smt381ccc@163.com;
428 Shop1102636558 Store	overseas05gobricks@163.com;
429 Dubee Store	2163418211@qq.com;
430 Laneng Direct Store	1529219830@qq.com;
431 Shop1102883588 Store	a15015507827@yeah.net;
432 Jitty Store	x15322030471@163.com;
433 Shop1102911518 Store	qqq347749480@126.com;
434 Shop1103020050 Store	m791646426@163.com;
435 Car Accessories YZ Store	baiok66@163.com;
436 Miko cool cool car Store	jerrypro1985@163.com;
437 MYCAR05 Store	pko2305@163.com;
438 YH Car Store	g1119208916@163.com;
439 DUTRIEUX Car Accessories Store	niutuauto@163.com;
441 JEBCON Official Store	panheyi163@163.com;
442 A Zhong Store	byxyf032701@outlook.com;
443 Awesome Socks Store	byzsl10151@outlook.com;
444 Shop110000162 Store	wozaitiantang162@163.com;
445 This Is A Good Store	2956256500@qq.com;
446 Shop1102690214 Store	zshop2023_4@163.com;
447 Shop1102860475 Store	hcxoutlets_02@163.com;
448 Siteng0413102 Store	pz2950493175@163.com;
449 Shop1102726454 Store	huaonline2023_6@163.com;
450 Shop1102647645 Store	zzmshop003@163.com;
451 Shop1102660110 Store	wwfshop2023_03@163.com;
452 Shop1102643606 Store	wengshop003@163.com;
453 Shop1102818639 Store	cyjoutlets_4@163.com;
454 Shop1103010197 Store	1658158864@qq.com;
455 Gobricks Moc Rebrickable Store	overseas03@gobricks.cn;
456 Gresso Store	smt212bbb@163.com;
457 SETBRICKS MOC Store	overseas07gobricks@163.com;
458 Moc Toybricks Sets Store	gobricksamazon@163.com;
459 AFAX Official Store	afaxpower@163.com;
460 Shop1102941305 Store	j791646426@163.com;
462 Xyzplus Store	qd20230301@163.com;
463 Shop1102939283 Store	13413729609@163.com;
464 Shop1102840847 Store	t18598103452@163.com;
465 SuLi Professional Store	929457149@qq.com;
466 ModelY/Model3 Store	495569440@qq.com;

467 Shop1103058115 Store	allman006@163.com;
468 Triumph Car Parts Store	zhuyuo05@163.com;
469 Shop1103056969 Store	shengyue0060@163.com;
470 Auto Accessories Club Store	cglqp_1@163.com;
472 Shop1102297035 Store	3143430764@qq.com;
473 Its a Great Store	19397136205@163.com;
474 Shop1102774665 Store	zzmoutlets_03@163.com;
475 Shop1102749703 Store	jingjingadming37@163.com;
476 Shop1102888347 Store	hqyoutlets_05@163.com;
477 Shop1102890337 Store	hqyoutlets_03@163.com;
478 Shop5361023 Store	ruru19ruru@163.com;
479 Shop1102650590 Store	zmstore202301@163.com;
480 Shop1102784320 Store	xrconline_1@163.com;
481 Shop1102752331 Store	lhonline_4@163.com;
482 Shop1102720345 Store	hqyshop2023_1@163.com;
483 Shop1102749393 Store	lhonline_1@163.com;
484 WayRaceter Store	3326808611@qq.com;
485 Shop1103219038 Store	qq18206003618@163.com;
486 Rachela Store	smt55aaa@163.com;
487 Shop1102887944 Store	overseas08gobricks@163.com;
488 Shop1102959304 Store	sumaitong070212@alimake.top;
489 Car Accessories Official Store	qwera0504@163.com;
490 Shop1103063301 Store	xjj18620184356@163.com;
491 Shop1102946076 Store	13751765071@163.com;
492 Shop1102998704 Store	18620184356@163.com;
493 Shop1103039235 Store	a13288086716@163.com;
495 DRVRACES Racing Store	894910984@qq.com;
496 BAINEL Auto Parts Official Store	bainel2023@163.com;
497 Car Styling Stickers Store	XX1123110210@163.com;
498 Advance Car Parts Store	zhuyuo02@163.com;
501 USESS Store	chenweibi1581339@163.com;
502 HUOLLJ Store	180144559@qq.com;
503 Qiuhuang Well Well Well Store	axk553772@163.com;
504 Shop1102724142 Store	chenonline2023_2@163.com;
505 Shop1102814655 Store	cyjoutlets_03@163.com;
506 Shop1102845543 Store	czoutlets_04@aliyun.com;
507 Shop1102859168 Store	hcxshop1@163.com;
508 Shop1102962438 Store	v15268373457@163.com;
509 Shop1102987494 Store	ldshop2023_1@aliyun.com;
510 Shop1102724599 Store	chenmarket06@163.com;
511 Shop1102790257 Store	xrconline_2@163.com;
512 Shop1102725574 Store	chenmarket04@163.com;
513 Shop1102728449 Store	huaonline2023_5@163.com;
514 TshirtLink Store	paulhill6@163.com;
515 BB Master Store	510429886@qq.com;
516 Jergir Store	smt365ccc@163.com;
517 Shop1103107142 Store	chunjie010@alimake.top;
518 Military Store	ywccy03@163.com;
519 Be Your Kitty Store	dmsds2021@163.com;
521 Shop1102929206 Store	qingyao02@pragueting.com;
522 Super auto parts Club Store	pengjuan87@outlook.com;
523 Shop1100059051 Store	longyan202215@163.com;
524 PECHAM Global Store	ali_019@insmart.ink;

525 Shop1103011700 Store	algx850068@163.com;
526 XMCAR Store	allman005@163.com;
527 ACC Perfect Store	lms645883@163.com;
528 misitelin Store	wehuan9298@163.com;
530 Yunke Car Shop Store	634335784@qq.com;
532 Shop High Quality Men s Clothing Store	15158941659@163.com;
533 YummYard Store	byczy0214@outlook.com;
534 Shop1103000265 Store	ldstore005@aliyun.com;
535 Shop1102826937 Store	wxqoutlets_02@163.com;
536 Shop1102735115 Store	zhenonlien2023_3@163.com;
537 Shop1102724143 Store	chenonline2023_3@163.com;
538 Shop1102888774 Store	duduan17881@126.com;
539 Shop1102667358 Store	ylhshop2023_03@163.com;
540 Shop1102836174 Store	wxqfactory_05@163.com;
541 Fashion Mesh Hat Store	ptyx004@126.com;
542 Shop1102713336 Store	lyhstore2023_02@163.com;
543 Shop1102649597 Store	zmstore202302@163.com;
544 Mealove Store	ql20206@163.com;
545 Si Ying Store	903847672@qq.com;
546 Mardin Store	smt373ccc@163.com;
547 Sunlighting Store	paulhill2017@hotmail.com;
548 DuDuBee Store	1355671660@qq.com;
549 Shop1102717084 Store	x794370853@163.com;
550 GY Auto Parts Home Store	joey_huang1314@163.com;
551 Shop1103012646 Store	q13751765071@126.com;
552 Shop1103053055 Store	rui1046655054@163.com;
553 Maserati Tesla Bentley Spare Parts Store	125943687@qq.com;
555 Shop1103191104 Store	kk32324324@163.com;
556 Shop1103132766 Store	13715743542@163.com;
557 Shop1102830051 Store	zsp8208041@163.com;
560 huiwentong Store	13533447972@163.com;
562 ZYJC Store	zhengbogongsi1@163.com;
563 Shop1102882677 Store	huilian670483866@126.com;
564 Shop1102845067 Store	fffsmt02@163.com;
565 Shop1102814647 Store	cyjmall002@163.com;
566 Shop1102994662 Store	ldshop3@aliyun.com;
567 Shop1102818643 Store	cyjstore_005@163.com;
568 Valentno Store	smt346ccc@163.com;
569 Zona7 Store	lin13727943685@163.com;
570 Shop1102988382 Store	ldshop2023_4@aliyun.com;
571 Shop1102717548 Store	gaomall2023_1@163.com;
572 Shop1102846992 Store	czzfactory001@aliyun.com;
573 Anju Fashion Home Textiles 7 Store	hxz7dd@163.com;
574 Shop1102589189 Store	zongzhan58849498@126.com;
575 Shop1100087087 Store	qlsl0193@163.com;
576 MOILY-Fashion Store	wtlq43@163.com;
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578 Shop5606329 Store	992796961@qq.com;
579 Shop1103020019 Store	2513374268@qq.com;
580 Shop1103053203 Store	zrs20230822@163.com;
581 Shop1102984562 Store	k791646426@163.com;
582 Shop1102699235 Store	2863907813@qq.com;
584 Love Car Popular Stores Store	15692588497@163.com;

585 YiYang-Tesla Store
586 HHH Automobile Store
587 Shop5072093 Store
588 Shop1103150525 Store
589 VWVIVIDWORLD Tesla Accessories Store
590 Niuniu Car Accessories Store
591 Shop1103054711 Store
592 Tiffanie Store
593 Shop1102994663 Store
594 Shop1102829384 Store
595 Shop1102772745 Store
596 Shop1102888345 Store
597 Shop5008212 Store
598 Shop1102986761 Store
599 Shop1102816648 Store
600 Shop1102667790 Store
601 Shop1102745135 Store
602 Anju Fashion Home Textiles 8 Store Store
603 Shop5232021 Store
604 Futuristic Soldier Toys Store
605 Dota Store
606 Muggest Store

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ldoutlets05@aliyun.com;
cyjstore_006@163.com;
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